



**REQUEST FOR QUALIFICATIONS
LINCOLN COUNTY, NORTH CAROLINA
RFQ NO.: 2022-0829**

1. INTRODUCTION

Lincoln County is requesting that qualified firms and organizations submit a Statement of Qualifications to provide Construction Manager at Risk (CMR) services for the Jail Expansion Project (NCGS 143-128.1). The expansion will include a multi-story expansion housing a minimum of 140 new jail beds, retrofitting certain functions in portions of the existing jail, and expansion or addition of the magistrate's area.

The selected firm or organization will work as part of a team with Moseley Architects and County staff on project delivery.

Submittal information, scope of services, statement of qualifications content, selection process, and general terms and conditions are summarized in this request for qualifications.

2. SUBMITTAL INFORMATION

2.1 Due Date

Statements of qualifications shall be submitted no later than 2:00 PM on Monday, August 29, 2022.

2.2 Submit To

Submit statements of qualifications addressed to:

**LINCOLN COUNTY MANAGER'S OFFICE
C/O JOHN HENRY, PURCHASING AGENT
353 N. GENERALS BLVD. (COURIER)
PO BOX 738 (USPS)
LINCOLN, NC 28092
Phone: 704-736-8478
Email: jhenry@lincolncounty.org**

Submit information in a sealed package clearly marked with the following:

**Response to RFQ No. 2022-0829
Jail Expansion CMR
Lincoln County, North Carolina**

2.3 Quantity and Format

Provide one (1) electronic copy in PDF format on a flash drive. Respondents shall provide responses in a single bound volume. Responses shall be limited to 40 pages total including a cover letter, cover, and separation pages or tabs.

2.4 Questions, Clarification, and Interpretation

All questions, clarifications, discrepancy in, or omissions and interpretation concerning this request for qualifications shall be submitted in writing no later than 5:00 pm Wednesday, August 17, 2022 by email, to jhenry@lincolncounty.org. The County will issue addenda in response to questions and to provide clarifications before 5:00 pm, Friday, August 19, 2022. No contact shall be made with County personnel other than the contact listed above for Questions, Clarifications, and Interpretation. The County will not be responsible for any oral representations or instructions.

3. SCOPE OF SERVICES

The scope of work awarded under this qualification process includes project management, construction management, construction administration, and logistics management of the assigned project during the full term of the Jail Expansion construction project.

3.1 SCOPE PARAMETERS

If a Respondent identifies an additional element not included in this RFQ, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFQ, the Respondent should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Respondent identifies a task within the RFQ that it believes could be modified or deleted without impacting the objectives of the RFQ, the Respondent should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

4. STATEMENT OF QUALIFICATIONS CONTENT

Statement of qualifications shall include the following information:

- **Cover Letter**
 - Identification of organization, including name, address, and telephone number
 - Name, title, address, and telephone number of contact person during period of proposal evaluation.
 - A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
 - Signature of a person authorized to bind the firm to the terms of the proposal.
- **Section One: Firm’s Statement of Qualifications and Availability to Undertake the Project**
 - Provide a statement of interest for the project including a narrative describing the firm’s unique qualifications as they pertain to this particular project.

- Provide a statement on the availability and commitment of the firm, its principal(s), and assigned professionals to undertake the project.
- **Section Two: Firm’s Ability to Provide Construction Management Services**
 - Provide the following information on your firm for the past five (5) fiscal years:
 - Volume: Annual number, value, and percent change of contracts per year;
 - Revenues: Annual revenue totals and percent change per year;
 - Bonding: Total bonding capacity, available bonding capacity, and current backlog.
 - Attach a letter from a surety company licensed to do business in North Carolina indicating your firm’s ability to bond the for the entire construction cost of the project. The surety shall acknowledge that the firm may be bonded for each stage/phase of the project, with a potential maximum construction cost of \$15 million dollars.
- **Section Three: Qualifications of Construction Manager at Risk Team**
 - Describe management philosophy for the Construction Manager at Risk construction delivery method.
 - Provide a list of staff members and resumes of the CMR team that will be directly involved in the project, including their experience with similar projects, the number of years with the firm and their city of residence. Also provide an Organizational Chart but do not include resumes or list of personnel who will not be assigned to this project.
 - Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for each team member to be directly involved in the project. Indicate the estimated percent of time these team members will be involved in the project for pre-construction and construction services.
 - Identify the proposed team members who worked on projects listed in Section 4 for this RFQ, and describe their responsibility in those projects compared to this project. CM will be required notify owner in writing any change to this team prior to start date and owner shall have the option to approve/disapprove newly proposed team members or void the contract all together.
- **Section 4: Respondent’s Past Performance on Representative CMR Projects**
 - Identify and describe the proposed team’s past experience for providing CMR services for jail projects and similar projects that are most related in scope and complexity to this project within the last five (5) years. For each such project, stat whether you acted as the general contractor or subcontractor. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - Project name, location, and description
 - Color images

- Construction cost at time of GMP and final construction costs
- Final project size in gross square feet;
- Type of construction (new, renovation, or expansion)
- Specific details on the extent to which the pre-construction and construction phase services were provided
- Indicate the number of calendar days in the original schedule and the number of calendar days added by any change orders
- Name of Project Manager (individual responsible to the owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating day-to-day work)
- Names of subcontractors
- References (for each project listed above, identify the following):
 - The owner’s name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
 - Architect/Engineer’s name and representative who served as the day-to-day liaison during the construction phase of the project, including phone number
 - Length of business relationship with the owner
- Describe you approach to encouraging minority participation on these projects. Indicate the percentage achieved and if the MWBE goal was met or exceeded. Describe what strategies were used to make these projects successful

References shall be considered relevant based on specific participation and experience with the firm. The owner may contact references during any part of this process. The owner reserves the right to contact any other references at any time during this process.

- **Section Five: Firm’s Ability to Establish Budgets and Control Costs on Past Projects**

- Describe your fiduciary responsibility as a CMR using Guaranteed Maximum Price contracts for publically funded projects.
- Describe your cost estimating methods. From any of three (3) projects listed in response to Section 4 of the RFQ, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.
- Describe your cost control methods during construction and how you procure subcontractors, confirm scope, amount, and ensure proper payment.
- Describe your methodology for working with the project architect/engineer and their contractors to deliver a Guaranteed Maximum Price and to maintain the GMP throughout the design and construction process.

- The owner intends to accept a Guaranteed Maximum Price prior to completion of construction documents. Describe 1) Your process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all owner requirements with reasonable contingency, and 2) Your process for subsequently ensuring that the 100% construction documents align with the project scope in the previously accepted GMP proposal documents.
- **Section Six: Firm’s Ability to Meet Schedules on Past Projects**
 - Describe how you will develop, maintain and update the project schedule during design and construction.
 - Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary.
 - Describe how you develop and maintain work schedules during design and construction to coordinate with the owner’s project schedule.
- **Section Seven: Firm’s Knowledge of Current Construction Methodologies, Technologies, and Best Practices**
 - Describe your quality assurance program. Explain the methods used to ensure quality control during the construction phase of a project.
 - Describe your procedures for implementing industry’s “best practices” as defined by the Construction Industry Institute and similar organizations.
 - Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.
 - Describe your firm’s approach to safety and insuring safety while working on the site.
- **Section Eight: Firm’s Scope of Preconstruction Services**
 - Describe proposed scope for preconstruction services.
- **Section Nine: Capabilities: Financial and Legal**
 - Financial
 - Provide a current financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, with indicates the financial stability of the company. This requirement shall be submitted as a separate file named **“Financial Rating – Confidential”**.
 - Is your company currently in default on any loan agreement or financing with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects of resolution.
 - Legal
 - Provide details of any current litigation, in connections with your company’s performance under a contract for

construction management and/or construction services.

Describe the status of each suit or claim.

- Does any relationship exist between your company and any of the owner’s officers, employees, or the architect whether relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

5. RESPONDENT’S RESPONSIBILITIES

It is the Respondent’s responsibility to meet the entire intent of these specifications. Respondents shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Respondent to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Respondent did not understand the terms and conditions herein. The County of Lincoln shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFQ. It is the responsibility of each Respondent to: 1) Examine the RFQ documents thoroughly; 2) Consider federal, state and local laws and regulations that may affect the proposal and 3) consider and investigate any other legal, regulatory and or financial issues that the Respondent feels should be addressed related to the award of the intended contract.

6. SELECTION PROCESS

The County will review the submittals based on, though not limited to, the above criteria.

After review of qualifications, the County may interview select Respondents or may make a direct selection from the proposals received.

County reserves the right to negotiate and contract with the Respondent(s) deemed suitable to provide the requested services. The County reserves the right to reject any and all statements of qualifications and to evaluate at its discretion the statements of qualifications. The County reserves the right to award the contract based on the selection criteria and according to the statements of qualifications and demonstrated knowledge and ability which best serves the County and its interests.

LINCOLN COUNTY GENERAL CONTRACT TERMS AND CONDITIONS

As used herein, the terms “Service Provider,” “Vendor” and “Contractor” may be used interchangeably to refer to the party contracting with Lincoln County (the “County”) pursuant to that Contract, Agreement or Proposal (the “Contract”) made pursuant to an RFP (as the case may be) of which these Terms and Conditions have been made a part.

- 1. NON-APPROPRIATION CLAUSE:** Contractor acknowledges that the County is a governmental entity and the validity of this Agreement is contingent upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the County’s obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County upon thirty (30) days written notice by the County to the Contractor regarding the non-appropriation of public funds.
- 2. DEFAULT AND PERFORMANCE BOND:** In case of default by the Contractor, the County may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Lincoln County reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the County, as allowed by law.
 - a. Bankruptcy of Contractor, Service Provider or Vendor. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Lincoln County may immediately terminate, for cause, this Contract and all other existing contracts the Contractor has with the County, and debar the Contractor from doing future business with Lincoln County.
- 3. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Lincoln County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to terminate the Contract as provided herein.
- 4. AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds of the County for the purpose set forth in this Contract.
- 5. TAXES:** Any applicable taxes shall be invoiced as a separate item. By execution of the bid document, or this Contract, the vendor has certified that it and all of its affiliates, if applicable, collect(s) the appropriate taxes as required by law.

6. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
7. **GOVERNING LAWS AND VENUE:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. Any dispute or litigation arising from this Contract shall be filed in state courts located in Lincoln County, North Carolina or the federal courts of the Western District of North Carolina.
8. **NO COLLUSION OR CONFLICT OF INTEREST:** The Service Provider represents and warrants that this, or any other proposal, related to this Contract is not made in connection with any competing Service Provider submitting a separate response to a RFP, and is in all respects fair and without collusion or fraud.
9. **INSPECTION AT CONTRACTOR'S SITE:** Lincoln County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Contractor prior to awarding said contract, and during the contract term, as necessary for the County's determination that such equipment/item, plant or other facilities conform with the specifications and requirements required and are adequate and suitable for the proper and effective performance of the contract.
10. **PAYMENT TERMS:** Payments are due to the Contractor not later than thirty (30) days after receipt of a final invoice or the acceptance of goods by the County, whichever is later. Lincoln County is responsible for all payments to the Contractor under the Contract.
11. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all federal and state requirements concerning fair employment, employment of people with disabilities, and treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

More specifically, Title VI is part of the Civil Rights Act of 1964, as amended, and its implementing regulations provide that no person shall be subject to discrimination on the basis of race, color or national origin under any program or activity that receives federal financial assistance. For our purposes, "national origin" equates to individuals who have a limited proficiency with the English language and their primary language is not English, hence, the term "limited English proficiency" or LEP.

12. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been previously sold or used for any purpose other than that

contracted for herein and shall be in first class condition. All containers and/or packaging shall be suitable for handling, storage or shipment.

- 13. STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 14. PATENT:** The Contractor shall hold harmless the County, its officers, agents and employees, from liability of any kind, including costs and expenses, on account of the violation or misuse of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract, including use by the government.
- 15. ADVERTISING:** Contractor agrees not to use the existence of this Contract or the name of Lincoln County as part of any commercial advertising, unless the County provides an allowance of such, in writing.
- 16. ASSIGNMENT:** The Contractor shall be prohibited from assigning its obligations under this contract, and shall be prohibited from assignment of Contractor's right to receive payment hereunder. However, upon written request and solely as a convenience to the Contractor, Lincoln County may:
- a. Forward the Contractor's payment directly to any person or entity designated by the Contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the Contractor's payment.
 - c. In no event shall such approval and action obligate Lincoln County to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.
- 17. INSURANCE COVERAGE and GENERAL REQUIREMENTS:** During the term of this Contract, the Contractor, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- a. Workers' Compensation – The Contractor shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of One-Hundred and Fifty Thousand Dollars (\$150,000.00), covering all employees of Contractor engaged in any work under this contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract, and shall require subcontractor to provide written proof of said coverage, for inspection by the County, if requested.
- b. Commercial General Liability - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
- c. Automobile Insurance Coverage - At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
- d. General Insurance Requirements:
 - i. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Either the failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance, which shall entitle the County to all appropriate remedies under the law including termination of the Contract.
 - ii. Lincoln County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of , or relating to the Contractor's services

- performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
- iii. The workers compensation policy as required herein must contain a waiver of subrogation in favor of the County.
 - iv. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
 - v. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days written notice to the County of any material change in coverage, cancellation, or non-renewal.
 - vi. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.

18. GENERAL INDEMNITY: The Contractor shall hold and save Lincoln County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor provided that the contractor is notified in writing within 30 days that the County has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against Lincoln County's agents who are involved in the delivery or processing of contractor goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract. If this Contract is a Construction Agreement or Design Professionals Agreements as defined by N.C.G.S. §22B-1(f) then Section 19 will apply.

19. INDEMNITY FOR CONSTRUCTION AGREEMENTS OR DESIGN PROFESSIONALS AGREEMENTS. The Contractor shall hold and save Lincoln County, its officers, agents, employees, independent contractors, indemnitees or any other person or entity harmless from liability of any kind, including all claims and losses accruing or resulting from the performance of this Contract, if this Contract is a Construction Agreement or Design Professionals Agreement as defined herein, so long as the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified (N.C.G.S. §22B-1). This shall include the Contractor's duty to indemnify the County as to any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the County to defend

against any third party claims alleged in any court, tribunal or alternative dispute resolution procedure required by law or contract, if the fault of the Contractor or its derivative parties is a proximate cause of the attorneys' fees litigation or arbitration expenses, or court costs to be indemnified.

For the purposes of this section, a Construction Agreement is defined as any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.

For the purposes of this section, a Design Professional Agreement is any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services, which are service or work performed by a Design Professional, as defined herein.

For the purposes of this section, Design Professional is defined as a person or entity who is licensed as architects (Chapter 83A), landscape architects (Chapter 89A), engineers and land surveyors (Chapter 89C), geologists (Chapter 89E), and soil scientists (Chapter 89F).

- 20. CONTRACT AND OR AGREEMENT TERM LENGTH:** The duration of this contract and or agreement shall be for one year unless noted on the signature page. No contract and or agreement shall extend 60 days past the renew date. Contract and or agreements may be extended, upon agreement of the parties, for up to a total of five years from the original contract or agreement date. However; the contract and or agreement will not be automatically renewed past the contract and or agreement dates listed on the initial signature page.
- 21. CANCELLATION (TERM CONTRACTS ONLY):** All Contract obligations shall prevail for at least ninety (90) days after the effective date of the Contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this Contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
- 22. QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- 23. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.

- a. Notification: Notice must be provided to the County in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. Decreases: If there are price adjustments that are considered a decrease in price, then the County shall receive full proportionate benefit immediately, at any time during the contract period.
- c. Increases: All prices shall be firm against any increase for the initial 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with the County reserving the right to accept or reject the increase, or terminate the contract. Such action by Lincoln County shall occur not later than 15 days after the receipt by Lincoln County of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

24. CRIMINAL CONVICTIONS CHECKS: Lincoln County is committed to providing a crime free environment for its staff and citizens. If the contractual requirements require that your personnel will have access to various areas of County Facilities, the County reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator, if not defined in the contract, **is the individual entitled to make all final decisions regarding the contract for the County.** At that time, if a criminal convictions check has been requested then the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on state issued picture identification card of the individual being search. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters County property (including the owners and subcontractors) in the performance of this contract shall be supplied to the County, with the criminal history, on company letterhead and signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons that have not supplied this criminal history may be turned away and not

allowed to work on any property owned or utilized by the County until proper documentation is submitted and approved by the Contract Administrator.

The County reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the County, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on property with the designated county official.

During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

25. EMPLOYEE VERIFICATION: Contractor shall verify and provide photo identification of each of its employees, and require the same of any subcontractors hired by Contractor. Contractor shall further utilize employees or subcontractors that speak fluent English such that they can understand any directions of the Contractor or County, and be understood in their responses thereto. Contractor, at all times that it is subject to this Contract, or any other contract with Lincoln County shall comply, to the extent applicable, with Article 2 of Chapter 64 of the North Carolina General Statutes, and shall further ensure that any subcontractors performing work for Company shall at all times comply with Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall further execute an affidavit on a form provided by Lincoln County averring such compliance as stated herein.

26. IRAN DIVESTMENT ACT: For new procurements and new, renewed, or assigned contracts with Lincoln County on or after February 26, 2016, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules> as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned (see N.C.G.S. §147-86.55-69).

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Lincoln County (see N.C.G.S. § 147-86.60(a)). Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms (see N.C.G.S. § 147-86.60(c)). Contracts valued at less than \$1,000.00 are exempt from this restriction (see N.C.G.S. § 147-86.61(a)). In addition, Lincoln County may contract with, but is not required to, a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (see N.C.G.S. § 147-86.61(c)). Any such exemption shall be entered by Lincoln County into the procurement record. The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (G.S. 147-86.55-69.) It shall be each vendor's responsibility to monitor its compliance with this restriction.

- 27. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** For new procurements and new, renewed, or assigned contracts with Lincoln County on or after October 1, 2017, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List or Do-Not-Contract List found at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules> (a "restricted company") as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 147-86.80-84).

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Lincoln County (see N.C.G.S. § 147-86.82(a)). Any contract entered into with a company that is identified as a restricted company at the time of contract is void ab initio (see N.C.G.S. § 147-86.82(b)). Upon receipt of information that the Contractor that was not initially identified as a restricted company at the time of the Contract execution has been identified as a restricted company, the County shall review the information and offer the Contractor an opportunity to respond. If the Contractor fails to demonstrate that the Contractor should not have been identified as a restricted company within ninety (90) days after notification by the County, then the County shall take action as may be appropriate and provided for by law, rule or contract (see N.C.G.S. § 147-86.82(c)). Contracts for less than one-thousand dollars (\$1,000.00) are exempt from this restriction (see N.C.G.S. §147-86.83).